



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

DIGEST OF OTHER RECENT VIRGINIA DECISIONS.**Supreme Court of Appeals.**

Note.— In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

CLINCHFIELD COAL CO. v. POWERS.

Nov. 21, 1907.

[59 S. E. 370.]

Specific Performance—Contract—Subject—Certainty—Meeting of Minds.—The agent of defendant's assignor procured an option to purchase from complainant a tract containing 500 acres, more or less, the acreage to be determined by survey. The option was accepted by defendant in accordance with its terms, after which complainant and his wife tendered a deed in execution of their contract as they understood it, describing only the western portion of the tract containing 411 acres, reserving more than 200 acres, which included the improvements and most valuable portions of the tract. There was some evidence that the agent, who was not a general agent, knew that complainant did not intend to sell the entire tract, but that information was not communicated either to defendant or its assignor. Held, that complainant was not entitled to enforce specific performance under the rule that such relief is granted only when the contract is certain; it not being established with certainty that there had been a meeting of minds as to the subject of the contract.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 44, Specific Performance, §§ 61, 62.]

CRAMER et al. v. SENGER & TUMER.

Nov. 21, 1907.

[59 S. E. 376.]

1. Fraudulent Conveyances—Husband and Wife—Gift to Wife.—H., who was indebted to C., agreed in writing to give to C.'s wife a specified tract of land. He died in 1896 without having carried out such agreement, whereupon his heirs executed another agreement with C. that he should take possession of the land on condition that he was to have the refusal of the premises at \$20 an acre, and, if he declined to buy at that price, whenever the property was offered for sale, he should pay out of the proceeds any debts which he might hold against H.'s estate and any other just claims that he had paid for the estate, with the cost of improvements, etc., such claims to be liens on the property until